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10 **IN THE UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

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13 **ROTHSCHILD BROADCAST
14 DISTRIBUTION SYSTEMS, LLC,**

15 CASE NO.: 3:20-cv-03333

16

17 *Plaintiff,*

18 v.
19 **COMPLAINT FOR PATENT
20 INFRINGEMENT**

21

22 **UBISOFT, INC.,**

23 **JURY TRIAL DEMANDED**

24

25 *Defendant.*

26

27 Plaintiff Rothschild Broadcast Distribution Systems, LLC (“Plaintiff” or “Rothschild
28 Broadcast Distribution Systems”) files this complaint against Ubisoft, Inc. (“Ubisoft”) for
infringement of U.S. Patent No. 8,856,221 (hereinafter the “221 Patent”) and alleges as follows:

29

30 **PARTIES**

31

32 1. Plaintiff is a Texas limited liability company with an office at 1801 NE 123 Street, Suite 314,
33 Miami, FL 33181.

34

35 2. On information and belief, Defendant is a Delaware corporation, with a place of business at
36 625 3RD Street, San Francisco CA 94107. On information and belief, Defendant may be served with
37 process through its registered agent, Stephen Smith, Law Office of Stephen S. Smith, PC., 30700
38 Russell Rand Rd., Suite 250, Westlake Village, CA 91362.

JURISDICTION AND VENUE

3. This action arises under the patent laws of the United States, 35 U.S.C. § 271 et seq. Plaintiff
3 is seeking damages, as well as attorney fees and costs.

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 (Federal Question) and
5 1338(a) (Patents).

6. On information and belief, this Court has personal jurisdiction over Defendant because
7 Defendant has committed, and continues to commit, acts of infringement in this District, has
8 conducted business in this District, and/or has engaged in continuous and systematic activities in this
10 District.

11. Upon information and belief, Defendant's instrumentalities that are alleged herein to infringe
12 were and continue to be used, imported, offered for sale, and/or sold in the District.

13. Venue is proper in this District under 28 U.S.C. §1400(b) because Defendant is deemed to be
14 a resident in this District.

BACKGROUND

17. On October 7, 2014, the United States Patent and Trademark Office ("USPTO") duly and
18 legally issued the '221 Patent, entitled "System and Method for Storing Broadcast Content in a Cloud-
19 Based Computing Environment" after the USPTO completed a full and fair examination. The '221
20 Patent is attached as Exhibit A.

22. Rothschild Broadcast Distribution Systems is currently the owner of the '221 Patent.

23. Rothschild Broadcast Distribution Systems possesses all rights of recovery under the '221
24 Patent, including the exclusive right to recover for past, present and future infringement.

25. The '221 Patent contains thirteen claims including two independent claims (claims 1 and 7)
26 and eleven dependent claims.

COUNT ONE
(Infringement of United States Patent No. 8,856,221)

12. Plaintiff refers to and incorporates the allegations in Paragraphs 1 - 11, the same as if set forth herein.

13. This cause of action arises under the patent laws of the United States and, in particular under
35 U.S.C. §§ 271, *et seq.*

14. Defendant has knowledge of its infringement of the '221 Patent, at least as of the service of the present complaint.

15. Upon information and belief, Defendant has infringed and continues to infringe one or more claims, including at least Claim 7, of the '221 Patent by making, using, importing, selling, and/or offering for media content storage and delivery systems and services covered by one or more claims of the '221 Patent.

16. Accordingly, Defendant has infringed, and continues to infringe, the '221 Patent in violation of 35 U.S.C. § 271.

17. Defendant sells, offers to sell, and/or uses media content storage and delivery systems and services, including, without limitation, the Uplay+ streaming platform, and any similar products (“Product”), which infringes at least Claim 7 of the ‘221 Patent.

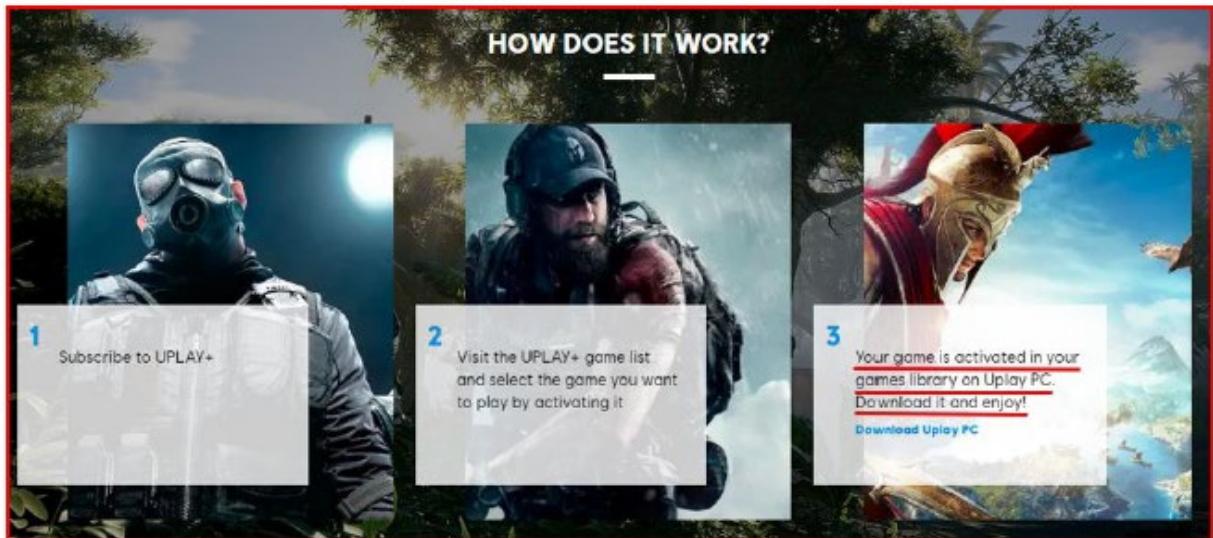
18. The Product practices a method of storing (e.g., cloud storage) media content (e.g. and recorded music) and delivering requested media content to a consumer device. Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.



Source: https://store.ubi.com/us/uplayplus/?lang=en_US

Only available via the [UBISOFT STORE](#), Uplay+ [ONLINE SUBSCRIPTION](#) will allow you to [DOWNLOAD GAMES](#) from the Uplay+ [CATALOGUE](#) at no additional cost beyond the **\$14.99/month** price point. Downloaded games will be accessible for the duration of the subscription. *Please note that you will need an internet connection to launch and play a game.*

Source: <https://support.ubisoft.com/en-US/FAQs/000043786/Information-about-Uplay-UP>



Source: https://store.ubi.com/us/uplayplus/?lang=en_US

1 a. access to a limited library of Ubisoft PC games available here:
2 <https://store.ubi.com/uplayplus/games>, which may include DLCs and expansion
3 packs, for unlimited online play for the duration of the games' availability on Uplay+
4 (the "Uplay+ Games"). Please note that physical add-ons, in-game credits, boosts
5 and other digital consumables are excluded from these editions, unless otherwise
6 specifically indicated to the contrary. Ubisoft is entitled to remove at any time at its
7 sole discretion any premium content from the editions of the Uplay+ Games;

8 Source: <https://legal.ubi.com/UplayPlusSubscriptionTerms/en-INTL>

9 **One unified ecosystem**

10 **Play your games**

11 **Easily download, install and play all of your Ubisoft PC games in
12 one location.**

15 **Explore new worlds**

16 **Pick from an extensive list of Betas, Trials, and Free Weekends to
17 experience our PC games first-hand.**

19 **Browse dedicated content**

20 **Stay up to date with all the latest news from your Ubisoft games
21 and enjoy original curated PC content.**

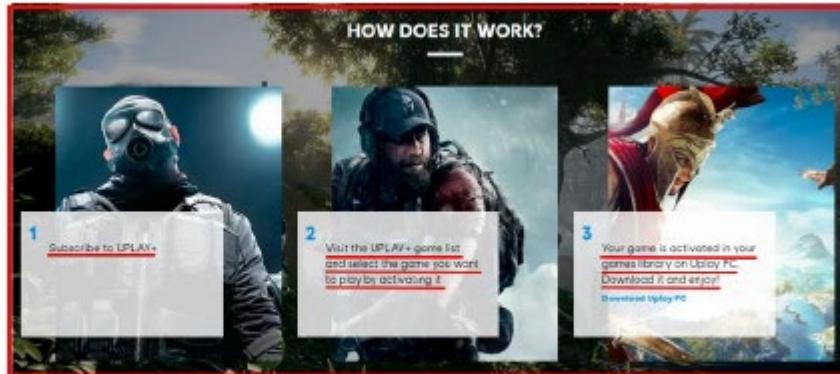
22 Source: <https://uplay.ubisoft.com/en-us>

24 19. The Product necessarily includes a receiver configured to receive a request message including
25 data indicating requested media content (e.g., the Product must have infrastructure to receive a request
26 to store recorded media content or to stream recorded media content on a smartphone; additionally,
27 the request message must contain data that identifies the content to be stored or streamed) and a
28

1 consumer device identifier corresponding to a consumer device (e.g., the user credentials are used to
2 access the contents of the Product). Certain aspects of these elements are illustrated in the screenshots
3 below and/or in those provided in connection with other allegations herein.



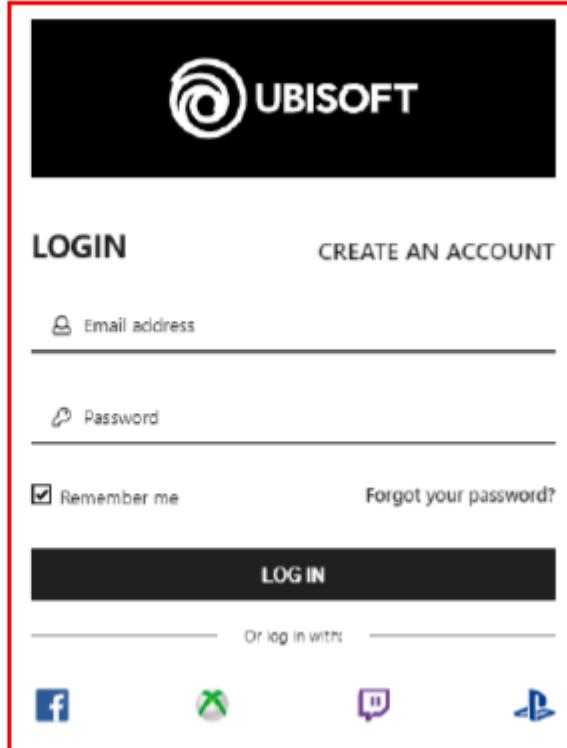
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10 Source: https://store.ubi.com/us/uplayplus/?lang=en_US



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18 Source: https://store.ubi.com/us/uplayplus/?lang=en_US

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23 Please note that you will need an internet connection to launch and play a game.

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28 Source: <https://support.ubisoft.com/en-US/Faqs/000043786/Information-about-Uplay-UP>



Source: https://store.ubi.com/us/account-connection/?lang=en_US

20. The at least one server necessarily determines whether the consumer device identifier corresponds to the registered consumer device (e.g., a user must be a registered user to access the Product's services). Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.

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4

5 **LOGIN** CREATE AN ACCOUNT

6

7  Email address

8

9  Password

10

11 Remember me [Forgot your password?](#)

12 **LOG IN**

13 —————— Or log in with: ——————

14

15    

16 Source: https://store.ubi.com/us/account-connection/?lang=en_US

17 21. The Product provides for both media downloads and/or storage, and media streaming. After a
18 successful login, the Product necessarily determines whether the request received from a customer is
19 a request for storage (e.g., recording or storing content) or content (e.g., streaming of media content).
20 Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in
21 connection with other allegations herein.
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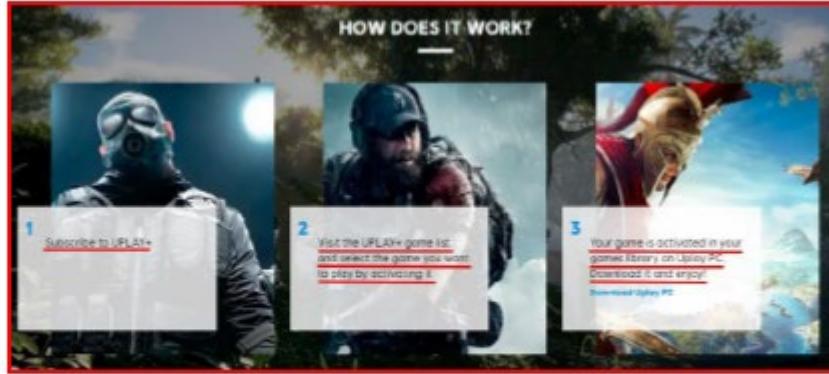
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Source: https://store.ubi.com/us/uplayplus/?lang=en_US

Only available via the UBISOFT STORE, Uplay+ ONLINE SUBSCRIPTION will allow you to DOWNLOAD GAMES from the Uplay+ CATALOGUE at no additional cost beyond the \$14.99/month price point. Downloaded games will be accessible for the duration of the subscription. Please note that you will need an internet connection to launch and play a game.

Source: <https://support.ubisoft.com/en-US/FAQs/000043786/Information-about-Uplay-UP>

a. access to a limited library of Ubisoft PC games available here: <https://store.ubi.com/uplayplus/games>, which may include DLCs and expansion packs, for unlimited online play for the duration of the games' availability on Uplay+ (the "Uplay+ Games"). Please note that physical add-ons, in-game credits, boosts and other digital consumables are excluded from these editions, unless otherwise specifically indicated to the contrary. Ubisoft is entitled to remove at any time at its sole discretion any premium content from the editions of the Uplay+ Games;

Source: <https://legal.ubi.com/UplayPlusSubscriptionTerms/en-INTL>

22. The Product verifies that media content identified in the media data of the storage request message (e.g., request to record content) is available for storage in order to prevent data errors that would result from attempting to store content that is not available for storage. The Product must verify that the media content (e.g. specific recording) identified in the media data of the storage request message is available for storage in order to prevent data errors that would result from attempting to store content that is not available for storage (e.g., the product must verify a user's ability to store video is limited to a certain amount of memory usage based upon their subscription; thus media content may not be available for storage if a user is already above their memory limit or if the user

1 has not subscribed to any service). Certain aspects of these elements are illustrated in the screenshots
 2 below and/or in those provided in connection with other allegations herein.

3 Only available via the [UBISOFT STORE](#), Uplay+ [ONLINE SUBSCRIPTION](#) will allow you to [DOWNLOAD GAMES](#) from
 4 the Uplay+ [CATALOGUE](#) at no additional cost beyond the **\$14.99/month** price point.
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 11 and other digital consumables are excluded from these editions, unless otherwise
 12 specifically indicated to the contrary. Ubisoft is entitled to remove at any time at its
 13 sole discretion any premium content from the editions of the Uplay+ Games;

14 Source: <https://legal.ubi.com/UplayPlusSubscriptionTerms/en-INTL>

15 23. If a customer requests content (e.g., live streaming of media content), then a processor within
 16 the Product necessarily initiates delivery of the content to the customer's device. The server will
 17 initiate delivery of the requested media content to the consumer device (e.g., stream media content
 18 feed to a smartphone or tablet or desktop computer) if the request message is a content request
 19 message (e.g., request for live streaming). Certain aspects of these elements are illustrated in the
 20 screen shots below and/or in screen shots provided in connection with other allegations herein.
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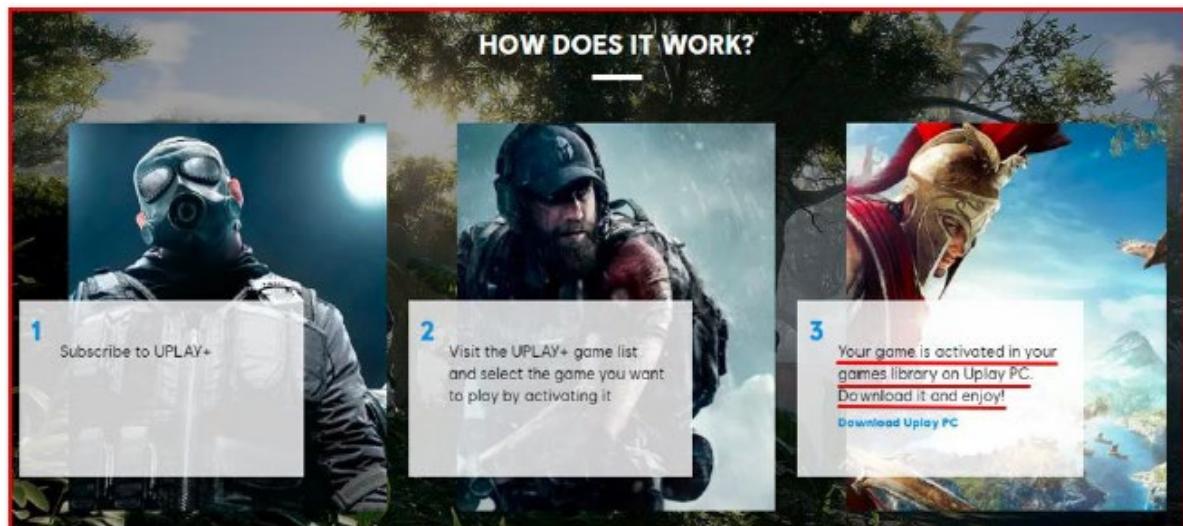
9 Source: https://store.ubi.com/us/uplayplus/?lang=en_US

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 7 sole discretion any premium content from the editions of the Uplay+ Games;

8 Source: <https://legal.ubi.com/UplayPlusSubscriptionTerms/en-INTL>

9 24. The media data time data that indicates a length of time to store the requested media content
 10 (e.g. a user is allowed to store media content for maximum 30 days as based upon their subscription
 11 level). Certain aspects of these elements are illustrated in the screenshots below and/or in those
 12 provided in connection with other allegations herein.

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 14 the Uplay+ CATALOGUE at no additional cost beyond the \$14.99/month price point.
 15 Downloaded games will be accessible for the duration of the subscription.
 16 Please note that you will need an internet connection to launch and play a game.

17 Source: <https://support.ubisoft.com/en-US/FAQs/000043786/Information-about-Uplay-UP>

18 At the end of the discounted month, UPLAY+ will automatically renew and the payment method provided at checkout will be charged \$14.99/month until you cancel by following the instructions on uplayplus.com. Additional restrictions apply.
 19 * Where premium or special editions of the game are indicated (for example: Ultimate/Gold/Deluxe Editions), editions included in UPLAY+ may not include all premium content. Offer subject to change.
 20 ** Early access to all participating games up to three days before their standard release.

21 Source: https://store.ubi.com/us/uplayplus/?lang=en_US

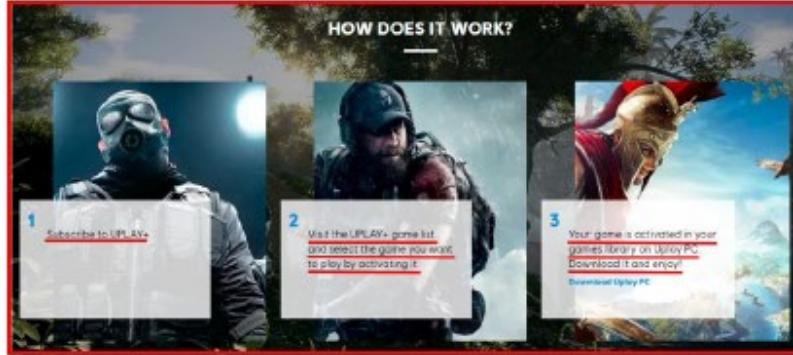
22 25. The server must first determine whether the requested media content exists prior to initiating
 23 delivery in order to prevent data errors that would result from attempting to transmit media content
 24 that does not exist (e.g. the product must verify that a particular requested data is stored in the cloud).
 25 Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in
 26 connection with other allegations herein.

1 Only available via the [UBISOFT STORE](#), Uplay+ [ONLINE SUBSCRIPTION](#) will allow you to [DOWNLOAD GAMES](#) from
2 the Uplay+ [CATALOGUE](#) at no additional cost beyond the [\\$14.99/month](#) price point.
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12 Source: <https://legal.ubi.com/UplayPlusSubscriptionTerms/en-INTL>



14 Source: https://store.ubi.com/us/uplayplus/?lang=en_US

15 26. After the processor determines whether the requested media content is available, it determines
16 whether there are restrictions associated with the requested media content (e.g., subscription level
17 etc.). Certain aspects of these elements are illustrated in the screenshots provided in connection with
18 other allegations herein.

19 27. Defendant's actions complained of herein will continue unless Defendant is enjoined by this
20 Court.

21 28. Defendant's actions complained of herein is causing irreparable harm and monetary damage to
22 Plaintiff and will continue to do so unless and until Defendant is enjoined and restrained by this Court.

23 29. The '221 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of
24

1 the United States Code.

2 30. A copy of the '221 Patent, titled "System and Method for Storing Broadcast Content in a
3 Cloud-based Computing Environment," is attached hereto as Exhibit A.

4 31. By engaging in the conduct described herein, Defendant has injured Plaintiff and is liable for
5 infringement of the '221 Patent, pursuant to 35 U.S.C. § 271.

6 32. Defendant has committed these acts of literal infringement, or infringement under the doctrine
7 of equivalents of the '221 Patent, without license or authorization.

8 33. As a result of Defendant's infringement of the '221 Patent, injured Plaintiff has suffered
9 monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for
10 Defendant's past infringement, together with interests and costs.

11 34. Plaintiff is in compliance with 35 U.S.C. § 287.

12 35. As such, Plaintiff is entitled to compensation for any continuing and/or future infringement of
13 the '221 Patent up until the date that Defendant ceases its infringing activities.

14 **DEMAND FOR JURY TRIAL**

15 36. Rothschild Broadcast Distribution Systems, under Rule 38 of the Federal Rules of Civil
16 Procedure, requests a trial by jury of any issues so triable by right.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff asks the Court to:

19 (a) Enter judgment for Plaintiff on this Complaint on all cases of action asserted herein;
20 (b) Enter an Order enjoining Defendant, its agents, officers, servants, employees, attorneys, and all
21 persons in active concert or participation with Defendant who receives notice of the order from further
22 infringement of United States Patent No. 8,856,221 (or, in the alternative, awarding Plaintiff running
23 royalty from the time judgment going forward);
24 (c) Award Plaintiff damages resulting from Defendants infringement in accordance with 35 U.S.C. §
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1 284; and

2 (d) Award Plaintiff such further relief to which the Court finds Plaintiff entitled under law or equity.

3
4 Dated: May 15, 2020

Respectfully submitted,

5 /s/ Stephen M. Lobbin
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11 ***Attorney(s) for Plaintiff Rothschild Broadcast
Distribution Systems, LLC***
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